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RECENT CASES.

ASSIGNMENTS—FOREIGN CREDITORS' RIGHTS.—BLOOMINGDALE v. WEIL, 70 PAC. 94 (WASH.).—Foreign creditors, through proceedings in the local courts, attached property covered by a foreign voluntary assignment to another party. *Held*, that foreign creditors do not, by virtue of entering suit in the local courts, acquire the right of local creditors to have the assignment set aside.

There has been frequent discussion as to the operation of voluntary assignments in other States, and the weight of authority seems to be that such assignments will be respected, except when in conflict with the rights of local creditors. *Barnett v. Kinney*, 147 U. S. 476; *May v. Wannemacher*, 111 Mass. 202; *Lowry v. Hall*, 2 W. & S. (Pa.) 131; *Woodward v. Brooks*, 128 Ill. 222. In *Palmer v. Mason*, 42 Mich. 146, the assignee's title to real property is held to be superior to that of attaching creditors. The New York doctrine is more liberal towards the foreign creditor, allowing him to pursue his remedy in the local courts with the same rights to priority as a local creditor would have. *Bank v. Lacombe*, 84 N. Y. 367; 3 *Am. & Eng. Enc. Law* 51. *Ex parte Dickinson*, 29 S. Car. 453, holds that a preferential foreign assignment is void, and that another foreign creditor may acquire a lien by subsequently attaching realty. See also *Exchange Bank v. Stelling*, 31 S. Car. 360.

BANKRUPTCY—INVOLUNTARY PETITION—PROVABLE CLAIMS.—IN RE STERN, 116 FED. 604.—A company which was furnishing its customers ice, under contracts covering a period of several years, broke such contracts and became unable to continue them in the future. *Held*, that claims of customers for damages sustained by reason of the company's inability to fulfill the executory portion of such contracts were "provable claims," under section 63 of the Bankruptcy Act of 1898, defining provable claims as those founded on contract.

Though the question as to what constitutes a provable claim has been much discussed, it seems clear that no debt can be proved unless it exists at the time of filing the petition; *Collier on Bankruptcy* 351; *In re Crawford*, Fed. Cas., No. 3363; or, following the same authorities, at the time of the adjudication. *In re Hennocksburgh*, Fed. Cas., No. 6367. The question then remains, is an unliquidated claim, founded on an executory contract, which the bankrupt has repudiated, such an existing debt before the time for fulfillment of the agreement. Though on this point the cases disagree, the decision in the present case, holding that a right of action accrues immediately, plainly follows the weight of authority, both in England, *Hochster v. De La Tour*, 2 El. & Bl. 678, and in this country; *Burtis v. Thompson*, 42 N. Y. 246; even though the contract be divisible. *Roehm v. Horst*, 178 U. S. 1. Even in Massachusetts, where the contrary view is most strongly held, *Daniels v. Newton*, 114 Mass. 530, the decisions are not uniform. *Newcomb v. Brackett*, 16 Mass. 161.